

Request for Proposal

DESIGN SERVICES FOR THE KING COUNTY
INTERNATIONAL AIRPORT
RUNWAY 13L-13R OVERLAY

RFP No. E93066E

March, 2000



KING COUNTY
DEPARTMENT OF CONSTRUCTION AND FACILITIES MANAGEMENT

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**KING COUNTY
REQUEST FOR PROPOSALS**

King County, through the Department of Construction and Facilities Management, Airport Division, herein "the County" is requesting Proposals from firms qualified and interested in providing:

**DESIGN SERVICES FOR THE KING COUNTY INTERNATIONAL AIRPORT RUNWAY
13L-13R OVERLAY
RFP No. E93066E**

The County plans to issue a single contract to a consultant that can provide design and construction support services for the overlay of King County Airport's secondary runway, 13L-13R. The runway is located at King County International Airport/ Boeing Field, 7233 Perimeter Road S., Seattle, WA 98108. This project will be funded in part by the Federal Aviation Administration ("FAA").

The consultant will be required to provide the resources necessary to accomplish the work for this effort, including but not limited to the following: review as-built drawings and existing site conditions, review FAA Design Standards, identify necessary pavement repairs, review runway lighting improvements, prepare pre-design checklist, prepare engineering report, develop project schedule, complete draft and final plans and specifications, develop safety plan, prepare FAA plan and specification review form, develop construction estimate, provide technical support for questions during bidding, prepare FAA Construction Management Plan, perform field inspections during construction to ensure compliance with construction documents and FAA requirements, perform material and other field quality testing, and prepare project close-out report and as-built drawings.

The estimated contract amount for this design contract is anticipated to be approximately \$150,000. The preliminary estimate for construction is \$750,000 - \$1,000,000.

It is the County's intent to complete the project. Therefore, King County reserves the right to amend the Contract to include extra services as a result of the need for any unanticipated work which may arise during the course of the project.

Sustainability Policy: King County's Department of Construction and Facilities Management (DCFM) is developing a policy for incorporating principles of sustainability in all phases of County capital projects including programming, design, construction, operations, maintenance, and disposal. It will be incumbent upon the selected consultant to contribute professional expertise on sustainable design. DCFM's sustainability goal is to take responsibility for meeting the present demands in the County's built environment without undue compromise of future generations' abilities to meet their needs. Key issues to be considered with this contract are: Environmental Quality, Energy Conservation, and Resource Efficiency.

This Contract is federally funded and subject to certain federally mandated contract provisions. To meet federal contract conditions, a voluntary DBE participation goal of 12% has been established for this contract.

SUBCONSULTANT OPPORTUNITIES: The following identifies the types of subconsulting opportunities that may be available on this Contract and are provided only for informational purposes: Topographic survey, Electrical Engineering and Design, CADD Drafting, Material Testing, and Surveying.

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Refer to the Civil Rights Compliance Section of the Request for Proposals for full discussion of the application of the non-discrimination, equal employment opportunity ("EEO"), affirmative action provisions and disadvantaged business enterprises ("DBE") participation requirements to subconsulting opportunities and the other non-discrimination, EEO and affirmative action requirements the Consultant shall comply with.

Documents. Interested firms may obtain a copy of the Request for Proposal by calling (206) 684-1270 or from the Professional and Construction Services Section ("PCSS"), 16th Floor of the Exchange Building, Room 1620, 821 Second Avenue (M/S EXC-FI-1250), Seattle, WA 98104. **PCSS Counter hours are 8:00 a.m. to 5:00 p.m.**

Submittals. Letters of Interest, Statements of Qualifications, and Proposals shall be submitted no later than **4:00 p.m. on April 4, 2000**, to PCSS, which, by then, will be located on the 8th Floor of the Exchange Building, 821 Second Avenue (M/S EXC-FI-1250), Seattle, WA 98104.

Following evaluation of the Submittals, King County will proceed with selection in accordance with the terms of the RFP.

Questions. Questions concerning the consultant selection process should be directed to Mr. **Stephen Saddler**, at (206) 684-1342. Questions concerning non-discrimination, affirmative action, and equal employment opportunity requirements should be directed to Ms. **Sandy Hanks**, (206) 263-3168. Technical questions may be directed in writing to /calling Mr. **Joe Hicker**, Yesler Building, 400 Yesler, Seattle, WA 98104; 206-296-1706 (Fax: 206-296-1425; email: joe.hicker@metrokc.gov);

Any firm failing to submit information in accordance with the procedures set forth in the Request for Proposal may be considered non-responsive and may therefore be subject to disqualification by King County.

Accessible Information. This information can be made available on request to accommodate people with disabilities and those who need language translation assistance by calling (206) 684-2046 (voice) or (206) 689-3413 (TDD).

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REQUEST FOR PROPOSALS
DESIGN SERVICES FOR THE KING COUNTY INTERNATIONAL AIRPORT RUNWAY
13L-13R OVERLAY
RFP No. E93066E

I. INTRODUCTION

This Request for Proposals ("RFP") outlines the information necessary to understand the consultant selection process and the required documentation to be submitted for this project.

King County International Airport, otherwise known as Boeing Field, has two runways. The secondary runway, also known as Runway 13L-31R is 100 feet wide by 3,710 feet long. This project involves designing and managing the construction of an asphalt overlay for the runway with grooving and painting. Also, new Runway End Identification Lights (REILS) will be installed at both ends and lighted distance-to-go signs will be installed. The project will be funded in part by a grant from the Federal Aviation Administration. The exact amount of the grant will be determined at completion of design. Be advised that if bids exceed the amount of funds available, the selected consultant will be required to re-design at no additional cost to the County.

The Consultant will be required to provide the resources necessary to accomplish the work for this effort, including but not limited to the following: review as-built drawings and existing site conditions, review FAA Design Standards, identify necessary pavement repairs, review runway lighting improvements, prepare pre-design checklist, prepare engineering report, develop project schedule, complete draft and final plans and specifications, develop safety plan, prepare FAA plan and specification review form, develop construction estimate, provide technical support for questions during bidding, prepare FAA Construction Management Plan, perform field inspections during construction to ensure compliance with construction documents and FAA requirements, perform material and other field quality testing, and prepare project close-out report and as-built drawings.

The estimated contract amount for this design contract is anticipated to be approximately \$150,000. The preliminary estimate for construction is \$750,000 - \$1,000,000.

The procurement of these services will proceed in two phases as follows:

- (a) Letters of interest, Statements of Qualifications and Proposals ("Submittals") shall be submitted to King County no later than **4:00 p.m. local time, April 4, 2000**, after which time they will be reviewed and evaluated. All information shall be submitted at the dates and times indicated herein to the **King County Department of Finance, Professional and Construction Services Section (M/S EXC-FI-1250), 8th Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104**.
- (b) Interviews may be requested from Proposers qualifying as finalists. Interviews, if any, will be held in accordance with the schedule contained in this RFP.

II. PROJECT BACKGROUND

Runway 13L-31R was lengthened and overlaid in 1969. The surface was finished with a chip seal. It has a medium intensity runway lighting system as well as a two box Visual Approach Slope Indicator ("VASI") system at both ends. There are several intersection taxiways along the runway and at the ends. Two of these taxiways (A4 and A7) are designed to support the movement of heavy aircraft to and from the airport's West Side and from the main Runway 13R-31L. Increased cargo activity (heavy aircraft) has caused some localized depressions in the runway pavement at these two taxiway-crossing points. A repair was done about ten years ago at the A4 Taxiway. Also, the age of the asphalt pavement on the runway and the slight rutting of the surface chip seal indicates the need for an asphalt overlay to extend the useful service life.

FAA requirements for secondary runways used by air carriers require the installation of Runway End Identification Lights ("REILS") at both runway ends, as well as lighted distance-to-go signs. The surface must also be grooved to reduce the chance of hydroplaning. These added safety features will be included in this project.

III. PROCUREMENT PROCESS

A. General

The procurement of these consultant services will be in accordance with applicable King County, federal, state and local laws, regulations and procedures.

After reviewing this RFP, any firm that determines it has the necessary expertise, experience and could successfully perform the required services may submit a Letter of Interest, Statement of Qualifications and Proposal (collectively "Submittal"), addressing the items set forth herein. King County's Technical Review Committee and Consultant Selection Panel will then evaluate the Submittals and determine finalists who may be invited to participate in an oral presentation.

King County reserves the right to reject any and all Submittals received. The final selection, if any, will be that Submittal which, in the opinion of the County, best meets the requirements set forth in the RFP and is in the best interest of King County. Proposers are discouraged from submitting lengthy Submittals; King County requires that Submittals be concise and clearly written containing only essential information. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practical. All costs incurred in the preparation of a Submittal and participation in this RFP process shall be borne by the proposing firms. Submittals submitted in response to this RFP shall become the property of King County and considered public documents under applicable Washington State laws.

Any Proposer failing to submit information in accordance with the procedures set forth herein may not be considered responsive and may therefore be subject to disqualification by King County.

B. Protests and Appeals

Any prospective Proposer may file a protest based on the RFP provided such protest is received no later than **ten (10)** calendar days prior to the date established for responding to this solicitation. A financially interested proposer may file a protest based on the submittal and/or evaluation of Submittals provided such protest is received no later than five (5) calendar days after the protesting party knows or should have known of the facts and circumstances upon which the protest is based. In no event shall a protest be considered if all submittals are rejected or after award of this contract.

Form of Protest. A protest shall be in writing addressed to: King County, Exchange Building, 821 Second Avenue, Seattle, Washington 98104, Attention: Manager, Professional and Construction Services Section – M/S EXC-FI-1250, Proposal Protest, and include:

- (1) the name, address and telephone number of the party protesting or their representative;
- (2) the RFP number and contract title under which the protest is submitted;
- (3) a detailed description of the specific grounds for protest and any supporting documentation; and
- (4) the specific ruling or relief requested.

Determination of Protest. Upon receipt of a timely written protest, the Manager of the Professional and Construction Services Section ("Manager") shall investigate the protest and shall prior to award of the contract respond in writing to the protest. The Manager's decision shall be considered the final action by the County unless a financially interested party thereafter seeks reconsideration of the Manager's decision by filing a request for reconsideration with the Director of the King County Department of Finance within five (5) calendar days of the issuance of the Manager's decision. The request for reconsideration shall include: (1) name, address and telephone number of the person filing the appeal or their representative; (2) a copy of the Manager's decision; and (3) the basis for the appeal and the ruling or relief requested. New issues which could have been raised earlier will not be considered on appeal.

The recognized justification for reconsideration are limited to: (1) new data, unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. Upon receipt of a Request for Reconsideration, the Director or his/her designee shall review the request and the decision of the Manager and shall issue a final determination. The decision of the Director shall constitute the final action of the county.

Failure to comply with these protest procedures will render a protest untimely and inadequate and may result in rejection thereof by King County.

C. Schedule

- 1) The selection process will proceed as outlined below:

<u>Selection Process</u>	<u>Date</u>
Public Announcement for RFP:	March 20, 2000
Submittals Due:	April 4, 2000
Select Finalists:	April 11, 2000
Interviews, if necessary, & Final Ranking:	April 17, 2000
Execute Contract and Notice to Proceed:	May 1, 2000

- 2) The design and construction schedule is anticipated as follows:

<u>Milestone</u>	<u>Completion Date</u>
Schematic Design complete:	June 1, 2000
Construction Documents Prepared:	June 30, 2000
FAA & King County review of Construction Documents completed:	July 28, 2000
Bid Advertisement:	August 4, 2000
Begin Construction:	October 6, 2000

King County will attempt to notify all firms of any changes to the schedule herein. In the event it becomes necessary to revise any part of the RFP, addenda will be provided to all firms who request the RFP from King County. If any firm has reason to doubt whether King County is aware of the firm's interest, it is the responsibility of the firm to notify King County to be sure that addenda are received. Mail or call such notice to Mr. **Stephen Saddler** at (206) 684-1342, PCSS, 821 Second Avenue (M/S EXC-FI-1250), Seattle, Washington 98104.

D. Technical Review Committee and Consultant Selection Panel

All written Submittals presented by Proposers will be evaluated by a Technical Review Committee ("TRC"). The TRC may or may not interview Proposers. Generally, the TRC is composed of County staff with technical expertise in specific areas of interest for the RFP. The TRC may select the finalist or the TRC's recommendations for finalists may

be forwarded to the Consultant Selection Panel ("Panel"), which may hold oral presentations or interviews.

The Panel, if used, will be responsible for final ranking of finalists. Generally, the Panel will be comprised of department superintendents/division managers, supervisors, engineers, and operations staff.

In addition, members of the TRC or Panel may participate in contract negotiations with the selected Proposer.

E. Certification Re: Debarment/Suspension, Contract Terms and Negotiations

The Proposer agrees to comply, and assures the compliance by each of its subconsultants and subcontractors at any tier (hereinafter jointly referred to as subconsultant), with the provisions of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. Section 6101 note, and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29. The Proposer shall submit its certificate on the form found in Attachment 3.

This certification is a material representation of fact. If at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, the County may terminate the Agreement for cause of default, in addition to other remedies available including federal suspension and/or debarment.

The Proposer shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended or has been declared ineligible by the federal government from obtaining federal assistance funds. The Consultant's knowledge and information regarding any subconsultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business.

The Proposer shall include in each subcontract, regardless of tier, a clause requiring each lower tiered subconsultant to provide the certification set for in Attachment 3. Each subcontract, regardless of tier, shall contain a provision that the subconsultant shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistant funds. The Proposer shall require each subconsultant, regardless of tier, to immediately provide written notice to the Proposer if at any time the subconsultant learns that its, or a lower tier, certification was erroneous when submitted or has become erroneous by reason of changed circumstances, which the Proposer shall immediately forward on to the County. The Proposer may rely upon the certifications of the subconsultant unless it knows that the certification is erroneous.

Generally, the terms of the contract will include, but are not limited to: (1) completion of the project within the schedule outlined in the scope of work; (2) no additional work without prior approval; (3) no additional costs or profit without prior approval; (4) maintenance of time and cost records and access to those records for auditing; (5) termination of contract under certain conditions; (6) King County's approval of subconsultants; (7) civil rights requirements, including but not limited to non-discrimination, equal employment opportunity and affirmative action

disadvantage business enterprise participation requirements; (8) minimum insurance requirements; and (9) other federal contracting provision.

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, King County will prepare a draft contract for review by the selected Proposer.

Any contract awarded for this project must be in compliance with applicable federal regulations and include applicable flow-down provisions. Therefore, King County is including, as Attachment 4, a list of (1) current FAA Advisory Circulars for AIP/PFC Projects, (2) Airport Assurances, (3) Contractor Contractual Requirements, (4) Clauses for Deed, Licenses, Leases, Permits or Similar Instruments, and (5) Standard DOT Title VI Assurances, which may apply.

F. Civil Rights Requirements

PART 1 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND AFFIRMATIVE ACTION

A. It is King County's policy that Disadvantaged Business Enterprises (DBEs) shall have equitable opportunities to participate in the performance of contracts for materials and supplies and in providing consulting or construction services for and to King County, and that consultants and subconsultants shall afford equal opportunity in employment while providing materials and supplies and consulting or construction services for and to King County.

B. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Agreement; provided however, that no specific levels of utilization of minorities and women in the workforce of the selected Consultant shall be required by King County, and the selected Consultant is not required by King County to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any non-discrimination, equal employment opportunity, or affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall apply.

C. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

D. The selected Consultant shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Consultant further agrees to comply with all applicable civil rights statutes and implementing regulations including, but not limited to the following:

1. Nondiscrimination in Federal Transit Programs. The selected Consultant agrees to comply with the provision of 49 U.S.C. § 5332, which prohibits discrimination

on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

2. Nondiscrimination -- Title VI of the Civil Rights Act. The selected Consultant agrees to comply with, and assure compliance by each subconsultant under this Agreement, with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements FAA may issue.
3. Equal Employment Opportunity. The selected Consultant agrees to comply with, and assures the compliance of each subconsultant under this Agreement with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements FAA may issue.
4. Equal Employment Opportunities for Construction Activities. With respect to construction activities, the selected Consultant agrees to comply with all applicable EEO requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e), and any Federal statutes, executive orders, regulations, and Federal policies pertaining to construction undertaken as part of the Project.
5. Nondiscrimination on the Basis of Sex. To the extent applicable, the selected Consultant agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681, 1683, and 1685 through 1687, which prohibit discrimination on the basis of sex, and any Federal requirements that may be promulgated.
6. Nondiscrimination on the Basis of Age. The selected Consultant agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107, and implementing regulations, which prohibits discrimination on the basis of age.
7. Unfair Employment Practices. During the performance of this Agreement, neither the Consultant nor any party subcontracting under the authority of this Agreement shall engage in any unfair employment practice identified in King County Code 12.18.

E. The selected Consultant will, furnish the County, upon request and on such forms as may be provided by the County, a report of the actions taken by the Consultant in implementing the terms of this section. The Consultant will permit access by the County to the Consultant's

records of employment, employment advertisements, application forms, other pertinent data and records related to this Agreement for the purpose of monitoring and investigation to determine compliance with these requirements.

PART 2 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

A. Nondiscrimination—49 CFR part 26. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation—assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the County deems appropriate.

B. King County DBE Program. The DBE requirements of 49 CFR part 26 apply to this contract. King County has established a DBE program goal of 12%. King County encourages consultants to pursue opportunities for DBE participation on this contract. As part of a Proposer's submittals, the Proposer shall submit a Declaration Regarding DBE Solicitation and Utilization, with an Attachment A for each proposed DBE subconsultant. See Attachment 3 herein. King County requires that consultants report actual DBE participation on this contract to enable King County to track achievement of the DBE goal.

C. Affirmative Efforts to Increase DBE Participation Through Voluntary Means. Consultants are encouraged to:

1. Advertise opportunities for subconsultants and suppliers ("subconsultants") in a manner reasonably designed to provide DBEs capable of performing the work with timely notice of such opportunities. All advertisements should include a provision encouraging participation by DBE firms and may be done through general advertisements (e.g., newspapers, journals, etc.) or by soliciting proposals directly from DBEs.
2. Utilize the services of available minority community organizations, minority consultant groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of DBEs and other small businesses.
3. Establish delivery schedules, where requirements of the contract allow, that encourages participation by DBEs and other small businesses.
4. Achieve DBE attainment through joint ventures. Attainment will be as noted in Section A (4) below.

D. DBE Eligibility (for reporting purposes only).

1. Definition of DBEs. DBE status is designated by:
 - a. The current list of firms accepted as certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE.) A list of firms accepted as certified by OMWBE is available from that office at

(360) 704-1180 or on-line through their web site at
WW.wsdot.wa.gov/omwbe/.

2. DBE Participation. When a DBE participates in a contract, only the value of the work actually performed by the DBE will be counted.
 - a. King County will count the entire amount of the portion of the contract that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract. Include supplies purchased or equipment leased by the DBE. Exclude supplies and equipment the DBE subconsultant purchases or leases from the Consultant or its affiliate.
 - b. King County will count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance, provided the fees are reasonable.
 - c. When a DBE subcontracts part of the work of its contract to another firm, King County will count the value of the subcontracted work if the DBE's subconsultant is also a DBE. King County will not count as participation the work that a DBE subcontracts to a non-DBE firm.
3. DBE Consultant. King County will only count the work a DBE consultant performs with its own forces as well as the work performed by DBE subconsultants.
4. Joint Venture. When a DBE performs as a participant in a joint venture, King County will only count that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces.
5. Commercially Useful Function. King County will count expenditures to a DBE consultant if the DBE is performing a commercially useful function on that contract.
 - a. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing (if applicable) and paying for the material itself.
 - b. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds is passed in order to obtain the appearance of DBE participation.

- c. A DBE does not perform a commercially useful function if it fails to exercise responsibility with its own work force for at least 30 percent of the total cost of its contract.

E. Reporting. The Consultant shall submit a "Quarterly Affidavit of Amounts Paid DBE Participants" on a quarterly basis for every quarter in which the contract is active (work is accomplished) or upon completion of the project, as appropriate. The quarterly reports are due on the 20th of April, July, October, and January for the four respective quarters. The dollars reported will be in accordance with the "DBE Eligibility" section of this specification.

F. Subconsultant Replacement. The Consultant is encouraged to replace any DBE subconsultant that is unwilling or unable to perform successfully under this Contract with another DBE. All DBE subconsultant replacement shall be reported to King County in the first quarterly affidavit following the report date of the affidavit.

G. Further Information. If further information is desired concerning DBE participation, inquiry may be directed to:

Business Development and Contract Compliance
M.S. EXC-FI-1330
821 Second Avenue
Seattle, WA 98104-1598
Phone: (206) 684-1330

State of Washington Office of Minority and Women's Business Enterprises
P.O. Box 41160
Olympia, Washington 98504-1160
Phone: (360) 753-9693

PART 3 NON-DISCRIMINATION IN SUBCONTRACTING PRACTICES

A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County imposed Minority and Women Business (M/WBE) utilization requirements shall apply to this Agreement. No minimum level of M/WBE subconsultant participation or purchase from M/WBE certified vendors is required by King County and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. Provided, however, notwithstanding the foregoing, any non-discrimination or Disadvantaged Business Enterprise (DBE) requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall apply.

B. Non-Discrimination. During the term of this Agreement, the selected Consultant shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subconsultants and suppliers, the selected Consultant shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

C. Record-Keeping Requirements The selected Consultant shall maintain, for at least 12 months after completion of all work under this Agreement, records and information necessary to document its level of utilization of M/WBEs and other businesses as subconsultants and suppliers under this Agreement and in its overall public and private business activities for the same period. The Consultant shall also maintain, for at least 12 months after completion of all work under this Agreement, all written quotes, bids, estimates or proposals submitted to the Consultant by all businesses seeking to participate on this Contract. The Consultant shall make such documents available to the County for inspection and copying upon request. The Consultant shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

D. Open/Competitive Opportunities – Prime Consultant Practices King County encourages the utilization of M/WBEs in the County's contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.
2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this Agreement permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Agreement.
6. Utilizing the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

E. Open/Competitive Opportunities – Subconsultant Practices. King County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, consultant groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

PART 4 REQUIREMENTS DURING WORK

A. Affidavits of Amounts Paid Upon completion of all work and as a condition precedent to final payment, the selected Consultant shall submit a final Affidavit of Amounts Paid, identifying amounts actually paid and amounts owed to each subcontracting firm for performance under the Agreement. Failure to submit such affidavits may result in withholding of payments or the final payment. Affidavit forms will be provided by King County.

B. Site Visits King County may at any time visit the site of the work and the Consultant's office to review records related to actual utilization of and payments to subcontracting firms. The selected Consultant shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Consultant shall provide every assistance requested by King County during such visits.

PART 5 ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

A. The selected Consultant agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Consultant also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

1. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
2. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
3. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT

regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles." 36 C.F.R. Part 1192 and 49 C.F.R. Part 38:

4. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
5. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
6. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
7. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
8. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
9. Any implementing requirements FAA may issue.

**PART 6 CONFIDENTIALITY AND OTHER CIVIL RIGHTS PROTECTIONS
RELATING TO DRUG OR ALCOHOL ABUSE OR ALCOHOLISM.**

The selected Consultant agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and the Public Health Service Act of 1912, 42 U.S.C. §§ 290dd3 and 290ee-3, including any amendments to these acts.

PART 7 OTHER NON-DISCRIMINATION STATUTES

- A. The selected Consultant agrees to comply with any other non-discrimination statute(s) that may apply to this agreement.
- B. The selected Consultant is hereby given notice that federal requirements may change and the changed requirements will apply to the project as required.

PART 8 SUMMARY OF REQUIRED CIVIL RIGHTS SUBMITTALS

A. Each firm submitting a proposal shall complete the following forms which shall be provided by the County and submit them with its proposal. Failure to submit the completed forms with the proposal may result in a determination by the County that the proposer is not responsible. Each of the following is herein incorporated by reference.

1. Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization; and

2. Affidavit and Certificate of Compliance with King County Code 12.16. The selected Consultant will implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Consultant.

B. The following shall be submitted after the proposer receives written notice of selection:

1. Personnel Inventory Report;
2. Statement of Compliance with King County Code 12.16 The selected Consultant shall obtain this statement from any labor union or employee referral agency, which refers workers or employees or provides or supervises training programs from whom the Consultant obtains employees;
3. ADA/504 Disability Assurance of Compliance. The selected Consultant shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Consultant (including any services not subject to this Agreement) and shall evaluate its services, programs and employment practices for compliance with Section 504 and the ADA. The 504/ADA Self-Evaluation Questionnaire shall be kept on file at the Consultant's Office.

The selected Consultant shall complete a 504/ADA Disability Assurance of Compliance and shall submit it to the County prior to the County executing this Agreement. If the Consultant has previously submitted the Disability Assurance of Compliance form to the County, it is exempt from filing the Disability Assurance form for two years from date of County receipt, provided that the Consultant is in the same location. In this instance, the Consultant will attach a copy of the original signed Assurance of Compliance form affirming continued efforts to comply with Section 504 and the ADA; and

4. Letters of Intent The selected Consultant shall submit a Letter of Intent for each named DBE signed by the Consultant and counter-signed by the appropriate DBE. Such letters of intent shall set forth the scope and the dollar value of the work to be performed by each DBE.

C. In addition, the Consultant shall submit to the County Personnel Inventory Reports for all subcontractors, subconsultants and/or suppliers providing goods and services under this Agreement. The Consultant shall be responsible for ensuring that their subconsultants and suppliers comply with the applicable requirements of this Agreement. Any violation of the applicable requirements of this Agreement by a subconsultant will be deemed a violation by the selected Consultant and will subject the selected Consultant sanctions and penalties allowed under this Agreement, federal and local law.

D. The County will not execute any Agreement without prior receipt of fully executed forms listed in this Part 8.

E. After proposals are submitted, the County may, at its discretion, request additional information pertaining to the portion of work to be performed by DBEs under this Agreement.

F. Assistance with the requirements of this Civil Rights Section and copies of Chapters 12.16 and 12.18 are available from the Minority and Women's Business Enterprise and Contract Compliance Division, phone (206) 684-1330.

PART 9 SANCTIONS FOR VIOLATIONS

Any violation of the mandatory requirements of the provisions of this Civil Rights Section shall be a material breach of contract for which the selected Consultant may be subject to damages and sanctions provided for by contract and by applicable law.

G. Insurance Requirements

Prior to execution of the Agreement, the selected Consultant shall file with King County certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidences of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County receives notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy. The selected Consultant shall, upon demand of King County, make available to King County at the Consultant's local office all such policies of insurance and the receipts of payment of premiums thereon. Failure to provide such policies of insurance within a time acceptable to King County shall entitle King County to suspend or terminate negotiations with the Proposer and enter negotiations with the next highest ranked Proposer.

The selected Consultant shall obtain and maintain at a minimum the limits of insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the selected Consultant under the Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, errors and omissions when required, may be acceptable on a "claims made" form.

If coverage is approved and purchased on a "claims made" basis, the selected Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

All subconsultants will be required to include the County and the selected Consultant as additional insureds on their General Liability and Automobile Insurance policies.

Provided the affected insurance policies permit, the following waiver, without voiding coverage, then selected Consultant and County waive all rights against each other to subrogation for damages covered by property insurance.

1. **Minimum Scope and Limits of Insurance.** The Selected Consultant shall maintain for Coverage shall be at least as broad as, and with limits no less than the following:

- a) General Liability:

- (1) Limits: **\$1,000,000.00** combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a **\$2,000,000.00** aggregate limit.

- (2) Coverage: Insurance Services Office form number (CG 00 01 Ed. 11-88) covering **COMMERCIAL GENERAL LIABILITY**.

- b) Professional Liability

- (1) Limits: **\$1,000,000.00** single occurrence; **\$1,000,000.00** aggregate limit.

- (2) Coverage: Errors and Omissions

- c) Automobile Liability:

- (1) Limits: **\$1,000,000.00** combined single limit per accident for bodily injury and property damage.

- (2) Coverage: Insurance Services Office form number (CA 00 01 Ed. 12/90) covering **BUSINESS AUTO COVERAGE**, symbol 1 "any auto"; or the combination of symbols 2, 8, and 9.

- d) Workers' Compensation:

- (1) Limits: Statutory requirements of the State of residency.

- (2) Coverage: as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal or "other States" State Law.

- e) Stop Gap"; Employers Liability: limit **\$1,000,000**.

2. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention's must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

3. **Other Insurance Provisions.** The insurance policies required in this Contract are to contain, or be endorsed to contain the following provisions:

a) **General Liability Policy:**

- (1) The County, its officers, officials, employees and agents are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement.
- (2) To the extent of the selected Consultant's negligence, the Consultant's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the Consultant's insurance or benefit the Consultant in any way.
- (3) The Consultant's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

4. **Acceptability of Insurers.** Unless otherwise approved by the County,

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

Professional Liability, Errors and Omissions insurance may be placed with insurers with a Bests' rating of B+:VII. Any exception must be approved by the County.

If at any time of the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Selected Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County for approval with the appropriate certificates and endorsements.

H. Cost and Pricing Data

At the completion of the selection process, the elected Proposer will enter contract negotiations with King County. Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. As a part of the negotiation process, the selected Proposer will be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price reasonableness or cost realism. The submittal of cost and pricing data the County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register, and billing statements.

The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the selected Proposer. King County will direct the selected Proposer as to the appropriate format by which the details/element costs will be presented. Once the fee proposal is approved by King County, it shall be made an attachment to the contract and incorporated therein.

Note: In accordance with King County policy CON 7-6, 6.7 Consultants shall not markup subconsultant costs and Other Direct Costs (ODCs).

A Lump Sum contract will be negotiated with the selected consultants. Price and fee will be negotiated in accordance with the current edition of the Guidelines for Determining Architect/Engineer fees for Public Works Building Projects in Washington State. Progress payments shall be based upon an approved fee schedule. The fee schedule may use percentages of maximum allowable construction costs as the basis for Basic Services. A negotiated Additional Services section may also be an element of the total lump sum fee. Payments shall be made based in proportion to services performed of a predetermined payment schedule that identifies milestone points and product groups. Additionally, at the County's discretion the contract may be negotiated on a cost plus fixed-fee basis.

Upon successful contract negotiations, King County staff will present the required documentation to the Director for approval and award of the contract.

I. Consultant Disclosure

King County Code 3.04.120 requires that firms or individuals entering into a contract with the County with a value in excess of \$2,500, must file a disclosure statement with the Board of Ethics and the King County Executive. The selected Consultant agrees to the conditions of King County Code 3.04.120 and shall submit a Consultant Disclosure form prior to execution of the Contract. **Please Note:** This form is required only from the Proposer selected as the Consultant. DO NOT return this form with your Submittal.

J. Notification

King County shall provide notification of the following actions to all firms being considered at the time the action is taken:

1. Disqualification of a Proposer;
2. Selection of finalists for oral interviews;
3. Notice of ranking; and
4. Notice to Proceed.

Proposers should not assume any action has been taken unless they receive specific notification from King County.

K. Selection Criteria and Considerations

The County will choose the Proposer(s) most qualified. The criteria outlined below will be used in evaluating the Submittals. **A total of 1000 points has been assigned to the Evaluation Criteria; maximum points follow each criterion listed.** The points indicate relative weight or importance given to each criterion. The Technical Review Committee (TRC) will use the points to score each Submittal, then each committee member will put the scores in rank order, with the highest scored Proposer 1st, the second-highest scored Proposer 2nd, etc. This ranking will then be totaled to create a final ranking and the highest ranked Proposers may be requested to

interview and make presentation to the Consultant Selection Panel (Panel). The number of consultants to be interviewed, if any, will be determined by the County based on the recommendation of the TRC. The Panel may choose to use different criteria for the interview and presentation, in which case the finalists will be so notified in writing. The Panel will use the same ranking method described herein.

- 1) Specialized Experience and Technical Competence: **400 points possible.**
- 2) Record of Performance: **300 points possible.**
- 3) Capacity to Perform within Schedule: **200 points possible.**
- 4) Proposed Method: **100 points possible.**

IV. DOCUMENTATION AND PRESENTATIONS

The following information shall be submitted in a clear, comprehensive and concise manner and in the prescribed format. The prime Proposer shall submit **one (1) unbound original and four (4) bound copies** of the Letter of Interest, Statement of Qualifications, and Proposal. The copies shall be bound in a single volume (3-ring or comb bound), with indexed tabs for each segment. Do not exceed the page limitations identified for each segment below. One page is defined as text on one side of a page; text on both sides of the same page counts as two pages. Text font shall be in 10 pitch or larger. Print on recycled paper, where practicable.

A. Letter of Interest.

The Letter of Interest shall contain the following information :

- RFP Title and Number.
- Proposer's name, mailing address, contact person, telephone and fax numbers.
- Complete list of proposed subconsultants, if any, with their address, contact person and telephone and fax numbers;
- Identify firms certified as DBE.

Additionally, the Letter may contain any other information not shown on the Statement of Qualifications or Proposal; however, it should not exceed **two (2) pages**.

B. Statements of Qualifications ("SOQ").

SOQs are submitted using the forms provided in Attachment 2. SOQ forms must be completed for the prime Proposer and each subconsultant; however, the SOQ Certification shall be signed by the prime Proposer only. Note: the resume and project example forms are provided as samples only. Proposers are not required to use the sample formats provided as long as the information presented in the samples is presented.

Provide as many resumes as you deem necessary. Provide no more than six (6) project examples. In addition, submit a list of all FAA/AIP funded projects your proposed team has participated in over the last five (5) years and include a current contact reference name and phone number.

C. Proposals.

Proposals shall include the following information in a clear, comprehensive and concise manner and shall be completed by the prime Proposer only. Proposals shall be limited to a **maximum of eight (8) pages, not including any information provided as part of Attachments 2, 3, or 4.** The information listed below reflects the selection criteria in Section III.K.

1. **Specialized Experience and Technical Competence.** Specialized experience and competence of the proposed team (including a joint venture, associate or professional subcontract), considering the type and complexity of services required.

Recent experience and expertise with projects of a similar type will be a key consideration. Consideration will be given to the proposed team's ability to demonstrate knowledge and experience relevant to this project.

Familiarity with the design and operation of airport facilities and Federal Aviation Administration design requirements, standards, and grant procedures will be a consideration.

Submittal Information: Describe your team's (including a joint venture, associate, or professional subcontract) specialized experience and competence to complete the work required for the project. Demonstrate the proposed team's experience and competence via submittal of the Resume section of Attachment 2.

Provide an organizational chart for the proposed team, including name, title, and project responsibilities. Identify the Project Manager and key staff assigned to perform this work.

Describe your team's recent experience and expertise with projects similar to the work required for the project. Demonstrate similar recent experience with public or private airport projects within the last five (5) years, submitted as part of the Project Example section of Attachment 2.

Limit this segment to **two (2) pages and one (1) organization chart.**

2. **Record of Performance.** Past record of performance on contracts within the last five (5) years with the County, other government agencies or public bodies, and with private industry, including such factors as the ability to control costs, quality of work, meet schedules, and other managerial and attitudinal considerations, including demonstrated ability to successfully manage consultant teams, and direct multiple efforts concurrently.

Submittal Information: Describe past record of performance, within the last five (5) years, with public or private airport project contracts, addressing the factors listed above.

Please include reference to relevant project examples and resumes listed on the forms provided in Attachment 2.

Limit this segment to **two (2) pages**.

3. **Capacity to Perform within Schedule.** The team's capability to meet schedule requirements and capacity to perform quality work (including compliance with FAA/Airport Improvement Projects) within short time limitations, considering the team's current and planned workload.

The extent to which the team organization, project and contract management approach, and assignment of key personnel demonstrates efficiency in management and performance of the required work.

Submittal Information: Discuss the proposed team's availability and ability to complete the work within the schedule as outline in Section C, Schedule, given the Scope of Work, in Attachment 1.

Describe the team's capability to accelerate the schedule for the project, if necessary.

Limit this segment to **two (2) pages**.

4. **Proposed Method.** Capability to problem solve, perform analysis, and identify design solutions for the work required for this project.

Submittal Information: Discuss the team's problem solving methods and ability to perform analysis work; discuss ability to identify design solutions for the work required for this project.

Limit this segment to **one (1) page**.

D. Interviews

If, in the County determines interviews or presentations are required, Proposers will be notified in writing of the date, place, time, and format the interview or presentation shall take. Failure to participate in such interviews or presentations shall result in a Proposer's disqualification from further consideration.

ATTACHMENT 1 - SCOPE OF WORK

RFP E93066E

ATTACHMENT 1

KCSlip4 36645

SEA403190

RFP NO. E93066E,
DESIGN SERVICES FOR THE KING COUNTY INTERNATIONAL AIRPORT
RUNWAY 13L-13R OVERLAY

ATTACHMENT 1 - SCOPE OF WORK

The project involves the evaluation of present conditions, design work to construct a two-inch asphalt overlay over the existing paving, and construction management through project closeout. At the Taxiway A4 and A7 crossing points, the runway pavement will be repaired and strengthened to accommodate heavy aircraft. This may take the form of asphalt removal and replacement or an increase in pavement thickness or a combination of the two approaches.

Runway End Identification Lights are to be installed at both ends, lighted distance-to-go signs installed, the surface to be transversely grooved, and new runway paint markings applied. The Runway End Identification Lights will be powered from the airfield lighting equipment vault at the base of the Control Tower with switching provided in the Tower cab.

The following preliminary tasks will be further developed by King County and negotiated with the Consultant prior to the design work beginning:

1. The Consultant shall provide project administration and coordination with King County and all subconsultants to facilitate efficient progress and timely completion of the design through construction.
2. The Consultant shall review the Airport's "as built" maps of the work area site drainage and utility records. The Airport will provide an AutoCAD Release 14 drawing file of its maps. The Consultant shall provide surveying of the runway area to provide elevation data and other topographical information for the project design work.
3. The Consultant shall also research the applicable FAA Advisory Circulars for AIP/PFC Projects (a comprehensive list is included as Attachment 4) as well as make site visits and contacts with FAA Tower and Airport Division staff to determine the information needed to design the work to meet the needs of the users.
4. The Consultant shall prepare complete construction drawings and specification to obtain bids and to complete the improvements to the Runway. The design shall be completed in four phases: schematic, design development, construction documents and construction administration. Upon completion of design development, the consultant will proceed with construction documents. The construction documents must be approved by the FAA prior to the start of construction. The County will provide a copy of its standard boilerplate specifications and format to assist the Consultant in the preparation of the technical sections of the construction documents.

The drawing shall be prepared using AutoCAD and the specifications shall be completed using Microsoft Word. The Consultant shall submit to the Owner the design documents for the Owner's and FAA's review and approval for each phase. The Consultant shall also prepare cost estimates for the work at each of the design phases.

5. The Consultant shall provide the required pre-design checklist, engineering design report, project schedule, airport pavement design form, safety plan, plans and specification review form, forms and other design related certifications and forms as may be required by the FAA as part of the FAA Airport Improvement Grant program.
6. The Consultant shall prepare a FAA Construction Management Plan.
7. The Consultant shall be responsible for all phases of design and final bid sets of the plans and specifications. These shall be prepared in accordance with King County and FAA standards.
8. The Consultant shall respond as necessary to design questions during the bidding phase.
9. The Consultant shall provide construction management services, including the periodic inspection of construction work, and shall respond to questions and issues, which may come up during the construction phase. The Consultant shall also be responsible for all necessary testing and quality assurance during construction i.e. asphalt sub-grade preparation and compaction, lighting testing, and surveys. The Consultant shall perform the final inspection of the construction work and shall prepare the final project closeout report and "as built" drawings.
10. The Consultant shall provide an electric copy of the final drawings and specifications to the County.

ATTACHMENT 2 - STATEMENT OF QUALIFICATIONS FORMS

STATEMENT OF QUALIFICATIONS

CERTIFICATION

PROJECT EXAMPLE FORM (SAMPLE FORMAT)

RESUME FORMS (SAMPLE FORMAT)

ATTACHMENT 2

FORMS

KING COUNTY
PCSS, M/S EXC-FI-1250
821 Second Avenue
Seattle, Washington 98104

RFP Title: DESIGN SERVICES FOR THE KING
COUNTY INTERNATIONAL AIRPORT RUNWAY 13L-
13R OVERLAY

RFP NO. E93066E

King County Statement of Qualifications

Firm Name/Business Address:

Principal to Contact and Title:

Business Telephone: ()

Business FAX : ()

Date Firm Established:

Date SOQ Prepared:

Former Firm Name(s), if any, and Year(s) Established:

Name/Address/Telephone of Parent Company, if any:

Other offices of the firm: City/state/telephone/number of personnel. Identify if home office.

Submittal is for: (check appropriate categories)

_____ sole proprietorship	_____ home office	_____ parent company
_____ partnership	_____ branch office	_____ joint venture
_____ corporation	_____ other (specify): _____	

Ownership: Percent minority: _____ Percent woman: _____

Personnel	Total number: _____	Total minority: _____	Total women: _____
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If firm is an engineering corporation, is it registered to do business in the State of Washington?
Yes _____ No _____

Number of licensed professional engineers: _____. Their engineering disciplines:

If firm is a real estate appraisal firm, what professional designations do the members of the firm possess?

Outline liability insurance including name of provider, limits and coverage. Include professional liability, if applicable.

Project Examples

Project examples shall be submitted for the prime Proposer and each subconsultant in accordance with the format shown on page 2- 3. Additional pages using the same format may be added but, if possible, limit examples to a total of 6 recently completed projects that are the most comparable to the work being applied for. Assign a number to each project example provided; number the project examples sequentially, beginning with the number 1.

The firm's project personnel shall include the project manager and other key staff involved in the project. References (1-3 per project) shall be persons familiar with the project work and may include representatives of the owner or prime consultant (if firm's work was done as a subconsultant).

Resumes

Resumes of your team's key personnel that will be assigned to the work shall be submitted in accordance with the format shown on page 2-4. Additional pages using the same format may be added as required. If possible, each person for whom a resume is submitted should be listed on at least one Project Example form.

Certification

The undersigned prime Proposer certifies that, to the best of its knowledge, the information presented in this Statement of Qualifications is a statement of facts and that the firm has the financial capability to perform the work being applied for. The undersigned prime Proposer further certifies that it knows of no personal and/or organizational conflicts of interest prohibited under federal, state and local law.

The Proposer certifies that it has proposed DBE participation in the amount of _____% of the estimated dollar value of the level of effort for this Project.

Signature _____

Title _____

Date _____

Project Example _____

Firm Name _____

Project Name & Location:

Owner's Name, Address, Phone:

Firm's Contract Price _____

Project Completion Date _____

Firm was involved as a:

_____ Prime Consultant

_____ Subconsultant

_____ Joint Venture

_____ Other (identify)

Project Description:

Firm's Project Personnel (name, title, employer at time of project performance, project responsibility):

(Place an asterisk (*) by the name of each person who will be assigned to the contract.)

Project References (name, organization, title, telephone): (Please ensure information is current.)

Resume

Firm Name _____

Name _____

Title _____

Years employed by firm _____

Total professional experience _____ years

Education (college/degree/year):

Professional registrations and licenses (type/state/year):

Awards, publications, etc:

Previous employment (firm/location/title/dates):

Brief summary of relevant experience:

ATTACHMENT 3 – KING COUNTY AND FEDERAL FORMS

The following listed documents to be completed and submitted by all Proposers with their proposals:

1. AFFIDAVIT AND CERTIFICATE OF COMPLIANCE WITH KCC 12.16 (NOTARY REQUIRED)
2. DECLARATION REGARDING DBE SOLICITATION AND UTILIZATION
3. PROPOSER AND LOWER TIER DEBARMENT CERTIFICATES

The following listed documents to be completed and submitted the selected Proposer with its executed contract:

1. PERSONNEL INVENTORY REPORT
2. STATEMENT FROM UNION OR REFERRAL AGENCY
3. ADA/504 CERTIFICATE OF COMPLIANCE
4. KING COUNTY CONSULTANT DISCLOSURE FORM
5. LETTERS OF INTENT (TO SUBCONTRACT WITH DBE)

The following document is provided for informational purposes. To be completed at the end of the contract:

1. FINAL AFFIDAVIT OF AMOUNTS PAID



Affidavit and Certificate of Compliance

with King County Code Chapter 12.16, Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

The undersigned, being first duly sworn, on oath states, s/he is authorized by the Contractor, and on the Contractor's behalf, affirms and certifies as follows:

Definitions: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

- A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this Affidavit establishes minimum requirements for affirmative action and fair employment practices and implements the basic nondiscrimination provisions of the general contract specifications as applied to service, consultant, and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this Affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications, King County Code Chapter 12.16 ("Chapter") and this Affidavit. PROVIDED FURTHER, that in lieu of this Affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of the Chapter.
- B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.
- C. This person has been designated to represent the Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken:
- D. Contractor will cooperate fully the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable "good faith" effort to comply with the affirmative action and nondiscrimination requirements set forth in this Affidavit and in King County Code Chapter 12.16.
- E. **Reports:** The Contractor agrees to complete and submit as required such additional reports and records that may be necessary to determine compliance with the Affidavit and to confer with the County Compliance Officer at such times as the County shall deem necessary. The information required by the Chapter includes but is not limited to the following reports and records:
 1. **Personnel Inventory Report:** This report shall include a breakdown of the employer workforce showing race, sex and handicapped and other minority data.
 2. **Monthly Utilization Report:** This report shall apply to construction contractors and subcontractors and shall provide the number of hours of employment for all employees, including minority, women and disabled employees by craft and category.

3. **Statement from Union or Worker Referral Agency:** This statement affirms that the signer's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

- F. **Subcontractors:** For public works projects and contracts over ten thousand dollars (\$10,000) the prime contractor shall be required to submit to the County, along with its qualifying documents under the Chapter, employment profiles, Affidavits and Certificates of Compliance, Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.
- G. **Employment Goals for Minorities, Women and Persons with Disabilities:** No specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices. Notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- H. **Affirmative Action Measures:** Contractor agrees to implement and/or maintain reasonable good faith efforts to comply with King County Code Chapter 12.16. The evaluation of a contractor's compliance with the Chapter shall be based upon the contractor's effort to achieve maximum results from its affirmative action measures. The Contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:
 1. **Policy Dissemination:** Internal and external dissemination of the contractor's equal employment opportunity policy; posting of nondiscrimination policies and of the requirement of the Chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union or representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor's commitments under the Chapter. Inclusion of the equal opportunity policy in advertising in the news media and elsewhere.
 2. **Recruiting:** Adopt and implement recruitment procedures designed to increase the representation of women, minorities and persons with disabilities in the pool of applicants for employment including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, women and/or disabled readership.

3. **Self-Assessment and Test Validation:** Review of all employment policies and procedures, including tests, recruitment, hiring and training practices and policies, performance evaluations, seniority policies and practices, job classifications and job assignments to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and persons with disabilities and validate all tests and other selection requirements where there is an obligation to do so under state or federal law.
4. **Record Referrals:** Maintain a current file of applications of each minority, women and persons with disabilities who are applicants or referrals for employment indicating what action was taken with respect to each such individual and the reasons therefor. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.
5. **Notice to Unions:** Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the M/WBE and Contract Compliance Division if labor unions fail to comply with the nondiscrimination or affirmative provisions.
6. **Supervisors:** Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under King County Code Chapter 12.16. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.
7. **Employee Training:** When reasonable, develop on-the-job training opportunities which expressly include minorities, women, and persons with disabilities and sponsor and/or utilize, training/educational opportunities for the advancement of women, minorities and persons with disabilities employed by the contractor, subject to acceptance by the county.
8. **Responsible Person:** Designate an employee who shall have the responsibility for implementation of the Contractor's affirmative action measures.
9. **Progress Reporting:** Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of minorities, women, and persons with disabilities in the contractor's workforce on an annual basis.
 - I. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
 - J. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this Contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this Affidavit and agrees to cooperate in any compliance review.
 - K. Should the M/WBE and Contract Compliance Division find, upon complaint investigation or review, the Contractor not to be in good faith compliance with the provisions contained in this Affidavit, it shall notify the County and Contractor in writing of the finding fully describing the basis of non-compliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the Contractor and the County that the noncompliance has been resolved.
 - L. The Contractor agrees that any violation of any term of this Affidavit, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the Contract between the County and the Contractor. Such breach may be grounds for implementation of any sanctions provided for in the Chapter, including but not limited to, cancellation, termination or suspension, in whole or part, of the Contractor by the County; liquidated damages; or disqualification of the Contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

Contractor: _____
 Company Name Street Address City State Zip

I have read and understood the foregoing; and am authorized on behalf of the Contractor to agree to the terms and conditions of this and Affidavit and Certificate of Compliance and therefore, execute the same.

Authorized Signer: _____
 Name (type or print) Title Phone Signature

VALID ONLY IF NOTARIZED

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____, 2000.

Notary Public in and of the state of _____

Residing at : _____

**DECLARATION
REGARDING DISADVANTAGED BUSINESS ENTERPRISE
SOLICITATION AND UTILIZATION COMMITMENT**

The undersigned, declares under the penalty of perjury under the laws of the state of Washington that the following is true and correct:

- A. The undersigned is authorized by the Proposer to act on the Proposer's behalf.
- B. This Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization Commitment constitutes the Proposer's statement of its efforts to solicit and obtain firms certified as Disadvantaged Business Enterprises by the Washington State Office of Minority and Women's Business Enterprises. In addition, this Declaration constitutes the Proposer's commitment, if awarded this contract by the County, to utilize certified and qualified DBEs at least to the percentage level set forth in the RFP.
- C. The Proposer hereby designates _____, whose title is _____ as the person who has been charged by the Proposer with the responsibility for carrying out and reporting the Proposer's compliance with Disadvantaged Business Enterprises goals and requirements.
- D. The Proposer hereby affirms that the Proposer has complied with the requirements set forth in the solicitation document for this contract for providing certified DBEs equitable opportunity to participate in the performance of the work and that all documentation submitted herewith to demonstrate such compliance is true and accurate.
- E. The names of the Disadvantaged Business Enterprises to which the Proposer plans to award subcontracts if awarded the contract and the percentage of such subcontracts on Attachment A to this Declaration. For each subcontractor, subconsultant and/or supplier ("subcontractor"), the Proposer agrees to submit the information required in Attachment A.
- F. As demonstration of the Proposer's compliance and efforts, the Proposer has completed the DBE - Consultant Utilization Report (Attachment A) for each subcontractor, which shall be incorporated herein by this reference. The Proposer has identified herein those DBEs with whom the Proposer will subcontract if awarded this contract.
- G. The Proposer hereby agrees that as a prerequisite to execution of the Agreement by the County, the Proposer will produce letters of intent or subcontractor agreements substantially consistent with the commitments for each subcontractor as set forth in compliance with Attachment A.

I have read the foregoing and make this statement from my personal knowledge, am competent to testify thereto and am authorized to bind the Proposer to the same.

Dated this _____ of _____ 2000, in _____.

(signature)

(print name and title)

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Declaration of DBE Regarding Disadvantaged Business Enterprise
Solicitation And Utilization Commitment

ATTACHMENT A to DECLARATION REGARDING
DBE SOLICITATION & UTILIZATION COMMITMENT
DISADVANTAGED BUSINESS ENTERPRISES (DBE)
CONSULTANT UTILIZATION ANALYSIS

Instructions: The "Disadvantaged (DBE) Consultant Utilization Analysis" (this Attachment A) is to be completed by the Proposer and submitted with the Declaration Regarding Disadvantaged Business Enterprise Solicitation and Utilization Commitment. Please fill out a separate page for each DBE subcontractor, subconsultant or supplier on the team. If necessary, duplicate this sheet and use for each proposed DBE. In the DESCRIPTION block provided below provide the following information: (1) all work the disadvantaged firm(s) will be performing under this Agreement; (2) how your utilization of DBEs demonstrates meaningful participation on significant project tasks and enhanced project management by DBEs; and (3) how you will utilize DBEs in subsequent performance phases under this Agreement, particularly in final design and construction assistance. If necessary please use additional sheets to complete your description.

PROJECT: _____ RFP #: _____

CONSULTANT: _____

DBE Prime: _____ _____

yes no

DBE Subconsultant: _____ Overall Percentage*: _____ %

Role by Task	Assigned Task(s)	% of Work
<u>Lead/Support</u>		<u>for each Task</u>

DESCRIPTION:

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*Overall Percentage is measured by the percentage of the work to be performed by the proposed Subconsultant as measured against the overall work to be performed pursuant to the Agreement.

Attachment A to Declaration Regarding
DBE Solicitation and Utilization

Proposer Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Lower Tier Covered Transactions

The undersigned, _____ (name of person) duly authorized to act on behalf of _____ ("Proposer") acknowledges and certifies, to the best of his or her knowledge and belief, that:

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, King County ("County") may pursue available remedies, including suspension and/or debarment.

2. The Proposer certifies, that neither it nor its "principals" (as defined at 49 C.F.R. § 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. If the Proposer is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

4. The Proposer shall provide immediate written notice to the County if at any time the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the County for assistance in obtaining a copy of those regulations.

6. The Proposer agrees by submitting its proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.

7. The Proposer further agrees by submitting its proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions with subconsultants and subcontractors and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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Proposer Certification Regarding Debarment,
Suspension, and Other Responsibility Matters

10. Except for transactions authorized under Paragraph 6 of this certification, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

Signature of Authorized Official

Name and Title of Authorized Official

Name of Company

Date

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Proposer Certification Regarding Debarment,
Suspension, and Other Responsibility Matters

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Lower Tier Participant Certification Regarding Debarment, Suspension,
and Other Responsibility Matters – Lower Tier Covered Transactions

The undersigned, _____ (name of person) duly authorized to act on behalf of _____ prospective lower tier participant, including but not limited to subconsultants and subcontractors of any tier ("Participant") acknowledges and certifies, to the best of his or her knowledge and belief, that:

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier Participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, King County ("County") may pursue available remedies, including suspension and/or debarment.

2. The Participant certifies, that neither it nor its "principals" (as defined at 49 C.F.R. § 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

3. If the Participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this certification.

4. The Participant shall provide immediate written notice to the Consultant if at any time the Participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact the Consultant for assistance in obtaining a copy of those regulations.

6. The Participant agrees by submitting its proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County.

7. The Participant further agrees by submitting its proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions with of its subconsultants and subcontractors and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

9. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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Lower Tier Participant Certification Regarding Debarment
Suspension, and Other Responsibility Matters

10. Except for transactions authorized under Paragraph 6 of this certification, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

Signature of Authorized Official

Name and Title of Authorized Official

Name of Company

Date

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Lower Tier Participant Certification Regarding Debarment
Suspension, and Other Responsibility Matters

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SEA403206



Personnel Inventory Report

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street address _____ City _____ State _____ Zip Code _____

Submitted by: _____ Title _____ Date _____

IRS Employer Identification Number: _____

Do you have any employees? No ___ Yes ___

If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers _____. This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (Month/Day/Year): _____.

Do any of your employees belong to a union and/or do you use an employee referral agency? No ___ Yes ___

If yes, list the unions and/or employee referral agencies with whom you have agreements: _____

_____. If you expect to do more than \$10,000 worth of public work (construction) or, more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
Skilled Craft*																
Subtotal																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of employees reported above: _____ If no employees, write "0."



Personnel Inventory Report

SUPPLEMENTAL FORM

Use this form as necessary to report the total work force.

Legal name of business _____ Telephone _____

Submitted by: _____ Title _____ Date _____

Job Categories	Whites		African Americans		Asians		Native Americans		Hispanics		Disabled		Minority Subtotal		Disabled Subtotal	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Subtotal																

Contact the King County Procurement and Contract Services Division at (206) 296-4210 or the King County M/WBE and Contract Compliance Division (206) 684-1330 if you have any questions concerning completion of this form.



Statement of Compliance

With King County Code Chapter 12.16 Discrimination and Affirmative Action
in Employment by Contractors, Subcontractors and Vendors

UNION OR EMPLOYEE REFERRAL AGENCY STATEMENT

The undersigned states as follows:

- A. That I am the authorized officer of _____ and am signing this statement on behalf of the union/employee referral agency.
- B. That the organization recognizes that King County Code Chapter 12.16 prohibits discrimination in both employment and referrals for employment on the basis of race, color, creed, religion, sex, age, national origin, marital status, sexual orientation, or the presence of any sensory, mental, or physical disability.
- C. That the organization agrees to adhere to a policy of nondiscrimination and agrees to affirmatively cooperate in the implementation of the policies and provision of King County Code Chapter 12.16. The organization further agrees that recruitment, employment, and the terms and conditions of employment under all contracts with King County shall be in accordance with the purposes and provisions of King County Code Chapter 12.16; provided however, that no specific levels of utilization of minorities and women in the workforce shall be required, and the contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices, and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.

Authorized Union/Employee Referral Agency Representative

Union/Employee Referral Agency

Telephone Number

Address

Signature

City, State, Zip

Title



NOTE: The following letter explains the requirements of King County Code Chapter 12.16. Complete the address blocks below and forward to your union(s) or employee referral agency. Enclose with this explanatory letter, a copy of the Statement of Compliance form above for the Union or Referral Agency to complete.

TO: _____ FROM: _____

RE: Compliance with King County Code Chapter 12.16, "Discrimination and Affirmative Action in Employment by Contractors, Subcontractors and Vendors".

King County Code Chapter 12.16 and the supporting Affidavit and Certificate of Compliance require that all public work contractors doing business with King County in an aggregate amount of \$10,000 or more per year and all other contractors doing business with King County in an aggregate amount of \$25,000 submit a statement of compliance from their union/employee referral agency to the King County M/WBE & Contract Compliance Division.

The statement of compliance is to ensure that the union/employee referral agency is in compliance with Chapter 12.16 and does not "discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability" in employment or referral for employment.

In an effort to comply with King County Code Chapter 12.16, enclosed with this letter is a form for signature by any authorized officer of your union/employee referral agency. In the event that you refuse to sign this statement of compliance, our compliance report shall so certify, and shall set forth what efforts have been made to secure the signing of this agreement.

Your written response is required in this office on or before _____. Your cooperation in this matter is greatly appreciated.

Authorized Signer

Date



504/ADA ASSURANCE OF COMPLIANCE

Instructions 504/ADA Self-Evaluation Form

This form will help you evaluate your organization's or firm's programs and services, employment, and facilities to ensure they are accessible to people with disabilities. Complete the 504/ADA Self-Evaluation Questionnaire and keep it on file at your office. Do not return it with your contract.

504/ADA Assurance of Compliance Form

- Complete this form. If your organization or firm is out of compliance with any of the 504/ADA requirements, indicate on the 504/ADA Disability Assurance of Compliance form the corrective actions that will be taken to achieve compliance and the date these actions will be completed.
- Sign the Assurance of Compliance form and send the original back with your contract. Please keep a copy of the form on file in your office for use during on-site reviews. You will be notified at least one week in advance of any scheduled review. (Note: This form may be used as an exhibit with other King County contracts for two years from the date the form is completed.)

"Quick Look" Barriers Checklist

Note: This form only pertains to the main office of a construction company, not the construction sites. Firms that provide services outside their office do not need to write a corrective action plan for physical accessibility as long as these services are provided in an accessible location for people with disabilities who cannot access the office. However, physical access must also be reviewed in light of hiring an individual with a disability or accommodating a current employee who becomes disabled.

If you have questions regarding this process, or if you require this material in an alternate format, please contact a King County 504/ADA Disability Compliance Specialist at 206-296-7592 (voice) or 206-296-7596 (voice/TTY), or by e-mail at: Civil-Rights.OCRE@metrokc.gov

504/ADA General Information

Federal and State laws prohibit discrimination based on disability. Section 504 of the Rehabilitation Act of 1973, as amended (504), and the Americans with Disabilities Act of 1990 (ADA) require that King County and all organizations and firms contracting with King County, except those providing tangible goods, comply with the 504/ADA accessibility requirements.

Under 504 and ADA, a "qualified individual with a disability" is anyone who has, has a history of, or is perceived as having a physical or mental impairment which substantially limits one or more major life activities. Disabilities include, but are not limited to: mobility, visual, hearing, or speech impairments; mental illness; epilepsy; learning disability; brain injury; HIV/AIDS; arthritis; cerebral palsy; multiple sclerosis; developmental disability; and alcohol and/or drug addiction.

DISABILITY RESOURCE LIST

Note: Inclusion in this resource list does not constitute endorsement by King County Government, nor does omission imply non-endorsement. Our goal is to provide you with information on some key resources available. Please contact us if you know of a useful resource missing from this list.

Governor's Committee on Disability Issues and Employment (GCDE)

Advises and informs the Governor, state and local governments, the business community, and the disability community on ADA and other issues related to disability policy. Spokane: 509-532-3149 V, 509-532-3113 TTY; Olympia: 360-438-3168 V, 360-438-3167 TTY.

Northwest Disability Business Technical Assistance Center (NWDBTAC)

Provides information, technical assistance, and training on the ADA.

P.O. Box 9046, MS: 6000, Olympia, WA 98507-9046; 360-438-3168 V, 360-438-3167 TTY, 800-949-4232 V/TTY; 360-438-3208 Fax.

ADA Technical Assistance Hotline (U. S. Dept. of Justice)

Provides free technical assistance and informational materials to people with disabilities, businesses, state and local government agencies, and the general public to help them understand their rights and responsibilities under Titles II and III of the ADA. 800-466-4232 V/TTY.

web site: www.usdoj.gov/crt/ada/

Job Accommodations Network (JAN)

An international toll-free consulting service that provides information regarding the ADA, job accommodations and the employability of people with disabilities. P.O. Box 6080, 918 Chestnut Ridge Road, Suite 1, Morgantown, WV 26506-6080; JAN--ADA Information 800-526-7234 V/TTY; 800-ADA-WORK V/TTY; 800-232-9675 V/TTY; web site: janweb.icdi.wvu.edu/

Emergency Procedures for Employees with Disabilities in Office Occupancies

This procedural guideline is published with funding

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from the US Fire Administration and developed by the National Institute of Standards and Technology with assistance from the National Task Force on Life Safety and People with Disabilities. United States Fire Administration, 16825 South Seton Avenue, Emmitsburg, MD 21727.

Sprint Washington Telecommunications Relay Service (TRS)

500 108th Avenue, NE, Ste. 800; Bellevue, WA 98004; Relay Services: 800-833-6388 TTY; 800-833-6384 V.

Telecommunications Access Service (TAS), Washington State TTY Loan Program, Department of Social and Health Services [DSHS]

While primarily a source of loaned TTYs for qualified state residents on a sliding fee scale, used and reconditioned TTYs are given, free of charge, to non-profit organizations on a first come, first served basis. P.O. Box 45301, OB-42; Olympia, WA 98504-5301; 800-422-7941 TTY; 800-422-7930 V.

Producing Materials in Alternative Formats

Agency guide provides information on producing materials in large print, on audio tape or computer disk, and Braille. Governor's Committee on Disability Issues and Employment, P.O. Box 9046, MS: 6000, Olympia, WA 98507-9046.

King County Office of Civil Rights Enforcement

Disability Compliance Specialist, King County Courthouse, 516 Third Avenue, Room E-224, Seattle, WA 98104-2321; 206-296-7592 V, 206-296-7596 V/TTY; 206-296-4329 Fax; e-mail: Civil-Rights.OCRE@metrokc.gov web site: www.metrokc.gov/dias/ocre/

Washington Assistive Technology Alliance (WATA)

Information & referral to disability resources, including assistive technology options, funding sources, legal issues, accommodations. 509-328-9350 V/TTY 800-214-8731 V/TTY 509-326-2261 Fax e-mail: spokane@seals.org

504/ADA SELF-EVALUATION QUESTIONNAIRE

General Requirements

Please check the appropriate answers. If necessary, attach additional pages of explanation. If you have fewer than 15 employees, please skip the first section and start with "Program Access."

YES NO N/A

- Do you have a 504/ADA coordinator? If so, who?

☐ ☐ ☐

Name _____ Title _____

Phone _____

- Do you have an internal grievance procedure that allows for quick and prompt solutions for any complaints based on alleged noncompliance with 504/ADA?

☐ ☐ ☐

- Do you have a policy that provides for notifying participants, applicants, employees, unions, and professional organizations holding collective bargaining or professional agreements that you do not discriminate on the basis of disability?

☐ ☐ ☐

- Have you notified these individuals of your nondiscrimination policy?

☐ ☐ ☐

- Do you provide ongoing staff training to ensure that staff fully understand your policy of nondiscrimination on the basis of disability and can take all appropriate steps to facilitate the participation of individuals with disabilities in agency programs and activities?

☐ ☐ ☐

Program Access

- Do you notify the public and other interested parties that agency meetings, board of director meetings, hearings, conferences, public appearances by elected officials, and interviews will be held in accessible locations?

☐ ☐ ☐

- Do you notify the public and other interested parties that auxiliary aids (sign language interpreters, readers) will be provided, upon request, to participants with disabilities?

☐ ☐ ☐

- Do you have a Teletypewriter (TTY), or do you use the Washington Telecommunications Relay Service to facilitate communication with individuals who use TTYs for communication purposes?

☐ ☐ ☐

- Do you provide ongoing training to familiarize appropriate staff with the operation of the TTY and other effective means of communicating over the telephone with people with disabilities?

☐ ☐ ☐

Program Access (cont'd.)

	YES	NO	N/A
• Do you make available, upon request, written material in alternate formats for people who have disabilities? (Alternate formats include Braille, audiocassette tapes, and large print.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are printed posters, announcements, and printed materials (including graphics) clearly legible and placed in physically accessible locations where print can be read from a wheelchair?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If you have a mailing list for the purposes of information dissemination, does it include different disability groups?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are your TTY number and procedures for accessing your services printed on all material distributed to the public?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do you have a policy and procedure for safe emergency evacuation of people with disabilities from your facility(s)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation

• When gathering affirmative action data regarding disabilities, do you make it clear that:			
(1) the information requested is intended for use solely in connection with reporting requirements;			
(2) the information is voluntary;			
(3) the information will be kept confidential; and			
(4) refusal to provide or providing the information will not subject the applicant or employee to any adverse treatment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• If you make pre-employment inquiries or conduct pre-employment medical examinations:			
• Is the inquiry related to the applicant's ability to perform the job?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do you condition offers of employment on the results of these examinations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do you require this examination for <u>all</u> employees in the same job classification?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are <u>all</u> applicants in the same job classification asked the same medical and/or interview questions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• During the application, interviewing, hiring, and employment process, do you provide reasonable accommodations to applicants and employees with disabilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Employment and Reasonable Accommodation (cont'd.)

YES NO N/A

- Do you have a written policy stating the following?

504/ADA requires that information concerning an applicant's medical condition or history must be kept separate from personnel records and may be shared in only three ways:

- (1) supervisors and managers may be informed of restrictions on the work or duties of individuals with disabilities and informed of necessary accommodation(s);
- (2) first aid and safety personnel may be informed if the condition might require emergency treatment; and
- (3) government officials investigating compliance with 504/ADA shall be provided with relevant information upon request.

☐ ☐ ☐

Physical Accessibility

Complete the "Quick Look" Barriers Checklist and then answer the following questions:

- Is the building(s) where your business is located barrier-free? ☐ ☐ ☐
- If you checked NO to any of the items on the Employment and Reasonable Accommodation checklist above, would these areas prevent an individual with a disability from accessing your program(s) or service(s)? ☐ ☐ ☐

If access would be impacted, describe on the Corrective Action Plan what steps will be taken to eliminate the barrier(s). If there are extenuating circumstances which would make barrier removal a financial or administrative burden, please explain in the Corrective Action Plan.

This 504/ADA Self-Evaluation Questionnaire was completed by:

Print name

Date

Phone Number

“QUICK LOOK” BARRIERS CHECKLIST

This checklist is designed to give a quick appraisal of potential problem areas for accessibility. For detailed review standards, refer to the Washington State Administrative Code (WAC) 51-40-1100, Chapter 11—Accessibility.

	YES	NO	N/A
Building Access			
• Are 96" wide parking spaces designated with a 60" access aisle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are parking spaces near main building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is there a "drop off" zone at the building entrance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the gradient from parking to building entrance 1:12 or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does the entrance doorway have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door handle easy to grasp?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open (max. 8.5 lbs. pressure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are other than revolving doors available?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Building Corridors			
• Is path of travel free of obstruction and at least 36" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is floor surface firm and slip resistant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do obstacles (phones, fountains) protrude no more than 4"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator controls no higher than 48"?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are elevator markings in Braille?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator provide audible signals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Does elevator interior provide a 51" turning area for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Restrooms			
• Are restrooms near building entrance/personnel office?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do doors have lever handles?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Do restroom entrance doors have at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is restroom large enough for wheelchair turnaround (51" minimum)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are stall doors at least 32" wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are grab bars provided in toilet stalls?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sinks at least 30" high with room for a wheelchair to roll under?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are sink handles easily reached and used?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Are soap dispensers and towels no more than 48" from the floor?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Personnel Office			
• Do doors provide at least 32" wide clearance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door easy to open? (max. 5 lbs. pressure)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the door threshold no more than 1/2" high?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Is the path of travel between furniture wide enough for wheelchairs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



504/ADA DISABILITY ASSURANCE OF COMPLIANCE

Complying with Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990, two federal laws which prohibit discrimination against qualified people with disabilities.

I understand that federal and state laws prohibit discrimination in public accommodation and employment based solely on disability. In addition, I recognize that Section 504 requires recipients of federal funds (either directly or through contracting with a governmental entity receiving federal funds) to make their programs, services, and activities, when viewed in their entirety, accessible to qualified and/or eligible people with disabilities. I agree to comply with, and to require that all subcontractors comply with, the 504/ADA requirements. I understand that reasonable accommodation is required in both program services and employment, except where to do so would cause an undue hardship or burden.

I agree to cooperate in any compliance review and to provide reasonable access to the premises of all places of business and employment and to records, files, information, and employees therein to King County for reviewing compliance with Section 504 and ADA requirements.

I agree that any violation of the specific provisions and terms of the 504/ADA Disability Assurance of Compliance and/or Corrective Action Plan required herein and Section 504 and the ADA, shall be deemed a breach of a material provision of the Contract between the County and the Contractor. Such a breach shall be grounds for cancellation, termination, or suspension, in whole or in part, of this Contract by the County.

	YES	NO
According to the responses to the questions in the 504/ADA Self-Evaluation Questionnaire, _____		
_____ (company name) is in compliance with 504/ADA.	<input type="checkbox"/>	<input type="checkbox"/>

If the above response is NO, the following corrective actions will be taken:

Corrective Action Plan

The following Corrective Action Plan is submitted to comply with Section 504 and ADA requirements.

General Requirements

Actions To Be Taken

Completion Date

_____	_____
_____	_____
_____	_____
_____	_____

(continued on next page)

504/ADA DISABILITY ASSURANCE OF COMPLIANCE (cont'd.)

Program Access

Actions To Be Taken

Completion Date

Employment and Reasonable Accommodation

Actions To Be Taken

Completion Date

Physical Accessibility

Actions To Be Taken

Completion Date

I Declare Under Penalty of Perjury under the Laws of the State of Washington that the Foregoing is True and Correct.

Contractor: _____
Company Name

Street Address _____ City _____ State _____ Zip _____

Authorized Signer: _____
Name (type or print) _____ Title _____ Phone _____

Signature _____



King County
Board of Ethics

KING COUNTY CONSULTANT DISCLOSURE FORM

Pursuant to 3.04.120, this form is to be completed by private consultant firms or individuals entering into contracts with King County to perform studies costing in excess of \$2500. **IMPORTANT NOTE: No payment shall be made on any contract with any private consultant firm and/or individual until five days after receipt of this form by the Board of Ethics, E224 King County Courthouse, 516 Third Avenue, Seattle, WA 98104, MS-2C. Both consultant and contracting department are responsible for ensuring compliance with this requirement.**

PLEASE TYPE OR PRINT ALL INFORMATION

Today's date: _____ Contract Number: _____

Consultant's Name: _____ Amount of Contract: _____

Address: _____ Duration: _____

Contracting King County Dept. AND Div: _____

Type of Services Contracted: _____

1. List the name of any office or directorship in the firm presently held by former King County employees whose employment with the County terminated within the past two years:

Name: _____ Office/Directorship: _____

Former County Department: _____ Date Terminated: _____

2. List any office or directorship in the firm held by any current King County employee:

Name: _____ Office/Directorship: _____

County Department: _____

Name: _____ Office/Directorship: _____

County Department: _____

3. List name of current King County employee's spouse or immediate family member holding an office or directorship in the firm:

Name: _____ Office/Directorship: _____

Name of County Employee: _____ County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

Name: _____ Office/Directorship: _____

Name of County Employee: _____ County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

4. Indicate level of financial interest in the firm by King County employee, his/her spouse or immediate family members:

Name: _____ Office/Directorship: _____

Percentage of Stock (if more than 5%): _____ Salary: _____

Other form of interest in firm (please specify): _____

5. Indicate whether an officer or director in the firm (whether salaried or unsalaried) is a member of a King County board or commission:

Name: _____ Office/Directorship: _____

County Board or Commission: _____

Name: _____ Office/Directorship: _____

County Board or Commission: _____

6. List all other contracts you or your firm have had with King County during the past five years, including the amount of the contract. Attach a separate sheet if necessary.

Type of work or service provided: _____

Contract Amount(s): _____

Duration of Contract(s): _____

Contracting Department AND Division: _____

7. Are there any potential conflicts of interest that need to be disclosed? If so, please explain:

... continue on an additional sheet if necessary.

ATTESTATION:

I, _____, certify under penalty of perjury that this statement is
(print name)
true, accurate, and complete.

(Signature) (Title)

Signed this _____ day of _____, 1999.

Revised 12/97
King County Board of Ethics



King County

Final Affidavit of Amounts Paid

To be completed for *every* subcontractor/consultant regardless of tier

For Progress Payment: ☐

Prime Contractor Consultant: _____ Date: _____
Address: _____ City: _____ State: _____ Zip: _____
Contract Number: _____ Contract Title: _____
Contract Bid/Negotiated Price: \$ _____ Project Type: ☐ Arch/Eng ☐ Construction
☐ Consultant ☐ Other

Subcontractor or Subconsultant Name and Address	Contract Type	Date Work Completed	Amounts Earned to Date	Amounts in Retainage to Date	Amount Paid to Date

Original Contract Amount: \$ _____ Contract Type

Total #: _____ Amendments: \$: _____

Total #: _____ Change Orders \$: _____

New Contract Amount: \$ _____

S = Subcontractor
M = Material Supplier
JV = Joint Venture

Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	
Subcontractor/Subconsultant: [Also indicate Contract Type]		Signature/Title	

The subcontractors above have signed upon receipt for amounts paid. I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each subcontractor/subconsultant participant named above has been paid the amount shown for work completed or portions thereof listed. (Each subcontractors/subconsultants utilized must sign this affidavit. Please use additional pages if necessary.)

Prime: _____	Signature/Title: _____
--------------	------------------------

Notary
Seal

Subscribed and sworn before me this _____ day of _____ 19____
X _____ Notary Public in and for the State of Washington
Residing at _____

ATTACHMENT 4 – LIST OF POTENTIAL FEDERAL REGULATIONS AND PROVISIONS

The attached documents are provided for information purposes only. These documents are not required as part of the Submittal, but may become part of the contract:

- (1) current FAA Advisory Circulars for AIP/PFC Projects
- (2) Airport Assurances
- (3) Contractor Contractual Requirements
- (4) Clauses for Deed, Licenses, Leases, Permits or Similar Instruments
- (5) Standard DOT Title VI Assurances

CURRENT FAA ADVISORY CIRCULARS FOR AIP/PFC PROJECTS

Updated on: 7/1/99

The following apply to both AIP and PFC Projects

NUMBER	TITLE
70/7460-1J	Obstruction Marking and Lighting
150/5000-13	Announcement of Availability--RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airport Surface Movement Sensors
150/5210-5B	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7B	Aircraft Fire and Rescue Communications
150/5210-13A	Water Rescue Plans, Facilities, and Equipment
150/5210-14A	Airport Fire and Rescue Personnel Protective Clothing
150/5210-15	Airport Rescue & Firefighting Station Building Design
150/5210-18	Systems for Interactive Training of Airport Personnel
150/5210-19	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-10B	Guide Specification for Water/Foam Type Aircraft Rescue and Firefighting Vehicles
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16B	Automated Weather Observing Systems for NonFederal Applications
150/5220-17A	Design Standards for Aircraft Rescue Firefighting Training Facilities
150/5220-18	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-19	Guide Specification for Small, Dual-Agent Aircraft Rescue and Firefighting Vehicles
150/5220-20CHG 1	Airport Snow and Ice Control Equipment
150/5220-21A	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5300-13 CHG 1, 2, 3, 4, 5	Airport Design
150/5300-14	Design of Aircraft Deicing Facilities
150/5320-5B	Airport Drainage
150/5320-6D	Airport Pavement Design and Evaluation
150/5320-12C	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-16	Airport Pavement Design for the Boeing 777 Airplane
150/5325-4A CHG 1	Runway Length Requirements for Airport Design
150/5340-1G	Standards for Airport Markings
150/5340-4C CHG 1 & 2	Installation Details for Runway Centerline Touchdown Zone Lighting Systems
150/5340-5B CHG 1	Segmented Circle Airport Marker System
150/5340-14B CHG 1 & 2	Economy Approach Lighting Aids
150/5340-17B	Standby Power for Non-FAA Airport Lighting Systems
150/5340-18C CHG 1	Standards for Airport Sign Systems
150/5340-19	Taxiway Centerline Lighting System
150/5340-21	Airport Miscellaneous Lighting Visual Aids
150/5340-23B	Supplemental Wind Cones
150/5340-24 CHG 1	Runway and Taxiway Edge Lighting System
150/5340-27A	Air-to-Ground Radio Control of Airport Lighting Systems
150/5345-3D	Specification for L821 Panels for Remote Control of Airport Lighting
150/5345-5A	Circuit Selector Switch

150/5345-7D CHG 1	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10E	Specification for Constant Current Regulators Regulator Monitors
150/5345-12C	Specification for Airport and Heliport Beacon
150/5345-13A	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26B CHG 1 & 2	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27C	Specification for Wind Cone Assemblies
150/5345-28D CHG 1	Precision Approach Path Indicator (PAPI) Systems
150/5345-39B CHG 1	FAA Specification L853, Runway and Taxiway Centerline Retroreflective Markers
150/5345-42C CHG 1	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43E	Specification for Obstruction Lighting Equipment
150/5345-44F CHG 1	Specification for Taxiway and Runway Signs
150/5345-45A	Lightweight Approach Light Structure
150/5345-46A	Specification for Runway and Taxiway Light Fixtures
150/5345-47A	Isolation Transformers for Airport Lighting Systems
150/5345-49A	Specification L854, Radio Control Equipment
150/5345-50 CHG 1	Specification for Portable Runway Lights
150/5345-51 CHG 1	Specification for Discharge-Type Flasher Equipment
150/5345-52	Generic Visual Glideslope Indicators (GVGI)
150/5345-53A (incl. addendum)	Airport Lighting Equipment Certification Program
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12A	Airport Signing & Graphics
150/5360-13 CHG 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2C	Operational Safety on Airports During Construction
150/5370-10A CHG 1, 2, 3, 4, 5, 6, 7, 8, 9	Standards for Specifying Construction of Airports
150/5390-2A	Heliport Design
150/5390-3	Vertiport Design

The following apply to AIP Projects only

NUMBER	TITLE
150/5100-14C	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5200-30A CHG 1 & 2	Airport Winter Safety and Operations
150/5200-33	Hazardous Wildlife Attractants On or Near Airports
150/5300-15	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5370-11 CHG 1	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavements
150/5370-12	Quality Control of Construction for Airport Grant Projects
150/5370-6B	Construction Progress and Inspection Report-Airport Grant Program

The following apply to PFC Projects only

NUMBER	TITLE
150/5000-12	Announcement of Availability - Passenger Facility Charge (PFC) Application (FAA Form 5500-1)

**ASSURANCES
Airport Sponsors**

Appendix 1

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.

- d. Hatch Act - 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- t. Copeland Antikickback Act - 18 U.S.C. 874.¹
- u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity¹
 Executive Order 11990 - Protection of Wetlands
 Executive Order 11998 - Flood Plain Management
 Executive Order 12372 - Intergovernmental Review of Federal Programs.
 Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
 Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³

- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.^{1 2}
- m. 49 CFR Part 26 - Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
- m. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.¹
- o. 49 CFR Part 29 - Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.¹

Office of Management and Budget Circulars

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.
4. **Good Title.**
 - a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
 - b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.
5. **Preserving Rights and Powers.**
 - a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
 - b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
 - c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
 - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
 7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
 8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
 9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
 10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
 11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
 12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project

grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Recordkeeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects. In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.
In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - (e) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations,

conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights. It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the

Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
 - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.
29. **Airport Layout Plan.**
- a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
 - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property

(or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
 - a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary.
 - b. (32) For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
(2) Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
 - c. Disposition of such land under (a) or (b) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or

related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.
35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations.** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

**CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR
INSTRUMENTS ATTACHMENT 2**

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

STANDARD DOT TITLE VI ASSURANCES

_____ (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.
2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.
3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:
 - (a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and
 - (b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:
 - (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - (b) the period during which the Sponsor retains ownership or possession of the property.
7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED _____

(Sponsor)

(Signature of Authorized Official)

CIP ROUTING SLIP

Project Name: Runway 13L-31 R Rehab

Project Number: 001294

1.0 Design

- ☐ 1.1 Proposal/RFP
- ☐ 1.2 Consultant Agreement
 - ☐ 1.2.1 Bonds/Insurance
 - ☐ 1.2.2 Amendments
 - ☒ 1.2.3 Contract Documents
- ☐ 1.3 Invoices/Progress Payments
- ☐ 1.4 Incoming Correspondence
- ☐ 1.5 Outgoing Correspondence
- ☐ 1.6 Record of Conversations (Phone/E-Mail)
- ☐ 1.7 Technical Reports
- ☐ 1.8 Drawings

2.0 Construction

- ☐ 2.1 Proposal/RFP
- ☐ 2.2 Contract
 - ☐ 2.2.1 Change Orders
 - ☐ 2.2.2 Contract Documents/Drawings
 - ☐ 2.2.3 Bonds/Insurance Certificates
 - ☐ 2.2.4 Permits/Licenses
- ☐ 2.3 Invoices/Progress Payment
- ☐ 2.4 Incoming Correspondence
- ☐ 2.5 Outgoing Correspondence
- ☐ 2.6 Record of Conversations (Phone/Email)
- ☐ 2.7 Quality Control/Technical Reports
- ☐ 2.8 Schedules
- ☐ 2.9 Record Documents (As-Built)
- ☐ 2.9.A O&M Manuals
- ☐ 2.9.B Photos
- ☐ 2.9.C Certified Payrolls/State Prevailing Wage Name: _____
- ☐ 2.9.D Field Notes (Misc)
- ☐ 2.9.E Submittal No. _____

3.0 Outside Agencies

- ☐ 3.1 Incoming Correspondence
- ☐ 3.2 Outgoing Correspondence
- ☐ 3.3 Record of Conversations (Phone/Email)
- ☐ 3.4 Internal Correspondence
- ☐ 3.5 Quality Control Reports
- ☐ 3.6 Technical Reports
- ☐ 3.7 External Funding Reports
- ☐ 3.8 Agreements / MOUs

4.0 County Force Design

- ☐ 4.1 Proposal/RFP/Scope of Work
- ☐ 4.2 Work Authorization/Blanket Agreement
- ☐ 4.3 Internal Correspondence
- ☐ 4.4 Record of Conversations (Phone/Email)
- ☐ 4.5 Technical Reports

5.0 County Force Administration

- ☐ 5.1 Internal Correspondence
- ☐ 5.2 Record of Conversations (Phone/Email)
- ☐ 5.3 Project Closeout
- ☐ 5.4 Field Notes (Misc)

Requested By & Date TW 1/3/03

Filed By & Date Jale 1-7-03

CIP ROUTING SLIP PLANNING

Project Name: _____

Project Number: _____

6.0 Planning

- _____ 6.1 Project Scoping and Goals
- _____ 6.2 Project Budget
- _____ 6.3 Consultant Services
- _____ 6.4 Proposal/RFP
- _____ 6.5 Studies/Plans
 - _____ 6.5.1 Feasibility
 - _____ 6.5.2 Pre-Design
 - _____ 6.5.3 30 Percent Design
- _____ 6.6 Coordination
 - _____ 6.6.1 Department
 - _____ 6.6.2 Agencies/Jurisdictions
 - _____ 6.6.3 Community
- _____ 6.7 Correspondence
- _____ 6.8 Technical Reports/Maps
- _____ 6.9 Plans